12-33

MEMORANDUM OF AGREEMENT BETWEEN

THE BOARD OF EDUCATION, SOUTH RIVER, NEW JERSEY and

CUSTODIAL, FIELD AND MAINTENANCE EMPLOYEES

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I. Agreement

This Agreement is entered into by and between the South River Board of Education, hereinafter called the "Board" and the Custodial, Field, and Maintenance Employees of the South River Public Schools, hereinafter called the "Employees."

II. Recognition

The Board recognizes the Custodial, Field, and Maintenance Employees as exclusive representatives for the following unit of employees for the year 1971-72:

Custodians, Fieldmen, and Maintenance Men employed under annual contract on a full time basis.

III. Board of Education's Rights

- A. Except as specifically modified by this Agreement, the Board retains, without limitations, all powers, rights, and authority vested in it by all laws, rules and regulations, including the management and direction of all the operation and activities of the school district.
- B. The Employees acknowledge that the employees of the Board of Education which it represents are not entitled to take any collective action to disable the Board of Education in the discharge of its statutory duty, and the Employees agree that such action would constitute a material breach of The Agreement. Nothing contained in this Agreement shall be construed to limit or restrict the Board of Education in its right to seek and obtain such judicial or other relief as it may be entitled to have, in the event of such breach.

IV. Salary

- A. The salary range for Custodians and Fieldmen for 1971-72 will be \$5450 minimum to a maximum of \$6850. The salary range for 1971-72 for Maintenance Men will be \$6500 minimum to a maximum of \$8600.
- B. Custodians, Fieldmen, and Maintenance Men shall receive salary increases for 1971-72 as follows:

1970-71 Salary	1971-72 Increase
\$6000 to maximum	400
5000 to 5999	500
Less than \$5000	600

C. Maintenance Men shall receive salary increases for 1971-72 as follows:

1970-71 Salary	1971-72 Increase
Maximum Salary	500
Less than maximum salary	650

V. Black Seal License

- A. All custodians shall within 18 months of their initial employment obtain a Black Seal License to operate low pressure boilers as required by the State of New Jersey. Those now employed who do not hold a Black Seal License shall have 18 months from July 1, 1969 to obtain said license.
- B. The Board of Education shall reimburse custodians for the annual fee required to renew said Black Seal License.

VI. Special Equipment

- A. The Board will consider the purchase of foul weather gear for certain employees.
- B. The Board will reimburse employees two dollars upon presentation of a receipted bill for the purchase of safety shoes.

VII. Overtime Pay

- A. Custodians and Fieldmen shall be paid at the rate of time and one-half for all work authorized beyond forty (40) hours per week.
- B. Maintenance Men shall work thirty-five (35) hours plus five (5) hours standby for emergencies per week. They shall be paid straight time for any work scheduled by the Facilities Supervisor during the five-hour standby period and time and one-half for all work authorized by the Superintendent of Schools beyond forty (40) hours per week.

VIII. Fringe Benefits

A. Group Health Insurance

- 1. All full-time regularly employed personnel shall be eligible for enrollment in the New Jersey Public and School Employees' Health Benefit Plan as administered by the Division of Pensions, and which includes Blue-Cross, Blue-Shield, Rider J, and Major Medical coverage.
- 2. The Board shall participate in the financing of the Pragram by contributing the following amounts:

Single Plan -- entire premium Other than Single Plan -- the premium less four dollars per month

IX. Vacations

Employees shall be eligible for vacations according to the following schedule:

One (1) to seven (7) years service in South River -- Two (2) weeks.

During the eighth (8th) anniversary calendar year of employment to the fourteenth (14th) anniversary -- Three (3) weeks.

From the fifteenth (15th) anniversary calendar year of employment and thereafter -- Four (4) weeks.

X. Holidays

A. Holidays shall include the following:

July 4 -- Independence Day

September -- Labor Day

November -- Thanksgiving weekend (Thursday & Friday)
December 24/25/26 - Christmas -- shall include three (3) work days

if any of these dates fall on Saturday

or Sunday

January 1 -- New Year's Day

March-April -- Good Friday and Easter Monday

May -- Memorial Day

B. When schools are not in session, if any of the above holidays falls on a Saturday, the holiday shall be observed on Friday; if any of the above holidays falls on Sunday, the holiday shall be observed

XI. Uniforms on a Monday.

The Board will provide 3 sets per year with the understanding that the employee will maintain them during the year.

XII. Leaves of Absence

A. Sick Leave

- l. All ten month employees shall be granted ten days sick leave yearly. All twelve month employees shall be granted twelve days sick leave yearly. All unused sick leave shall be cumulative for a possible emergency in later years. When absence because of sickness exceeds the total sick leave permitted under this provision, the employee will continue to receive his salary less the pay of his substitute for a period not to exceed twenty days.
- 2. If a custodian because of illness is absent from school for more than three consecutive days, he must present a doctor's certificate to the Superintendent upon his return.
- 3. Custodians who have been on a leave of absence authorized by the Board shall have previous accumulated sick leave restored to them upon return to active service.

B. Funeral Leave

- 1. An allowance of five days will be granted without deduction in case of death of father, mother, sister, brother, husband, wife, son, or daughter. This time is not deducted from the regular sick leave.
- 2. An allowance of three days will be granted without deduction in case of death of the father, mother, sister, or brother of the husband or wife of an employee.
- 3. An allowance of one day will be granted without deduction in salary to attend the funeral of a grandparent, grandchild, brother-in-law, or sister-in-law of a custodian (but not of the custodian's spouse) or an uncle or aunt provided that said uncle or aunt resides in the same household as the custodian.

C. Personal Leave

1. Five days per year shall be allowed each custodian for personal reasons. The custodian will lose from his pay only the wage of his substitute while the employee is absent. The Superintendent will determine what leaves shall be considered personal.

D. Military Leaves

1. Military leave shall be granted without pay to any custodian who is inducted in any branch of the Armed Forces for the period of induction.

E. Miscellaneous

1. An allowance of not more than two days per year may be approved by the Superintendent for the observance of a religious holiday by an employee.

XIII. Transfers

Employees desiring a change of employment and who wish to transfer to another builling may file a written statement with the Superintendent of Schools by March 1 or such time that an opening arises. Such requests shall be considered, but the final determination shall rest with the Administration.

XIV. Rules and Regulations

Maintenance Men, Custodians, and Fieldmen will be governed by the Rules and Regulations for Custodial Maintenance Employees as adopted by the Board of Education.

XV. Duration

The provisions of this Agreement shall become effective July 1, 1971 and shall continue and remain in full force and effect until June 30, 1972.

In WITNESS WHEREOF, the parties this day	hereinto set their bands and seals of, 1971
South River Custodial, Field and Maintenance Employees	South River Board of Education
EDGAR KLEBANOVICH	PRESIDENT
John Amarescu	CHAIRMAN, BOARD-STAFF RELATIONS
STANLEY LEWANDOSKY	